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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

DEBORAH ALLEY-GERKIN, individually,
and on behalf of all other aggrieved
employees,

Plaintiff,

v.

ADECCO USA, INC., a DELAWARE
corporation; BLOOM ENERGY
CORPORATION, a DELAWARE
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **23STCV26333**

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA")**

[California Labor Code § 2698 *et seq.*]

1 This is a representative action brought by Deborah Alley-Gerkin, individually and on behalf
2 of all other aggrieved employees ("Plaintiff"), relating to systemic violations of California wage and
3 hour laws by her employers Adecco USA, Inc. ("Defendant Adecco") and Bloom Energy
4 Corporation ("Defendant Bloom," and collectively as "Defendants"). Aggrieved Employees are
5 non-exempt employees of Defendant throughout the State of California. Plaintiff makes the
6 following allegations on information and belief, except as to allegations pertaining to Plaintiff
7 individually, which are based on her personal knowledge.

8 **INTRODUCTION**

9 1. Defendant Adecco provides staffing services such as temporary staffing,
10 permanent placement, and outsourcing. Defendant Adecco is a private, for-profit staffing business.

11 2. Defendant Bloom manufactures and markets solid oxide fuel cells that produce
12 electricity. Defendant Bloom is a private, for-profit staffing business.

13 3. As private, for-profit businesses, Defendants implemented common policies and
14 practices that have resulted in systemic violations of California's wage and hour laws. Defendants
15 have failed to implement adequate practices to protect the rights of their employees, particularly in
16 light of the nature of their businesses, which is to maximize profits.

17 4. Defendants attempt to maximize profits by among other methods, understaffing the
18 their services provided to their clients resulting in systematic rest period violations.

19 5. As a result of systematic policies and procedures, Defendants have violated
20 California's wage and hour laws promulgated in the California Labor Code and all applicable
21 Industrial Welfare Commission ("IWC") Wage Orders. For example, Defendants have implemented
22 unlawful written policies with respect to rest breaks. Defendants also require its non-exempt
23 employees, who are informed that the needs of the businesses take top priority, to work through rest
24 breaks. As a result, Plaintiff and other aggrieved employees (non-exempt employees of both
25 Defendants throughout the State of California) have been denied the ability to take the rest breaks
26 that they were and are legally entitled to take.

6. Moreover, Defendants have uniformly failed to pay Plaintiff and other aggrieved employees proper overtime wages due the fact that they improperly calculate the regular rate of pay, and willfully turns a blind eye to off-the-clock work that Plaintiff and other non-exempt employees perform as a direct consequence of Defendants' understaffing and imposition of an unreasonable workload.

7. During Plaintiff's tenure with Defendants, Plaintiff was not given access to her itemized paystubs. Plaintiff complained to Defendants about how Plaintiff was not receiving her wage statements and itemized paystubs but had not received them. Plaintiff began to notice that the paycheck would remain the same even when Plaintiff worked longer than usual. Plaintiff regularly works about 12 hours during her shifts with Defendants. Plaintiff would receive 2 meal periods and 1 rest break within 8 hours of her shift, but her 2nd rest break and 3rd rest break were missed altogether. Further, Plaintiff was required to purchase work boots and masks in order to do her work. Defendants did not reimburse Plaintiff and other non-exempt employees.

8. This case involves all non-exempt employees of Defendants who have worked for Defendants in the State of California during the applicable limitations period (“Statute of Limitations Period”). Hereinafter, the non-exempt employees of Defendant Adecco and Defendant Bloom in the state of California are referred to as “Aggrieved Employees.”

9. Plaintiffs seek to recover penalties for the Labor and Workforce Development Agency (“LWDA”), on behalf of themselves and all other similarly situated Aggrieved Employees under the Private Attorneys General Act (“PAGA”) as a result of Defendants’ systematic violations of the law.

JURISDICTION AND VENUE

10. The Superior Court of the State of California has jurisdiction in this matter because Plaintiff is a citizen and resident of the State of California, and Defendants are citizens and residents of, and/or regularly conduct business in, the State of California.

11. Venue is proper in this judicial district and the County of Los Angeles, California because Plaintiff resides in the County of Santa Clara and Defendants' violation of the California Labor Code occurred in the County of Santa Clara and many of Defendants unlawful actions and

omissions, as set alleged herein, occurred in the County of Los Angeles.

12. Defendants employed Plaintiff and other aggrieved employees within the State of California and the unlawful acts alleged herein have a direct effect on Plaintiff and other aggrieved employees.

13. The State of California, Los Angeles County, has jurisdiction in this matter because the individual claims are under the seventy-five thousand dollar (\$75,000.00) individual jurisdictional threshold and the five million dollar (\$5,000,000.00) aggregate jurisdictional threshold for federal court diversity jurisdiction. Further, there is no federal question at issue as the issues herein are based solely on the California Labor Code, Industrial Welfare Commission Wage Orders, Code of Civil Procedure and Rules of Court. Thus, the State of California, Los Angeles County Superior Court maintains the appropriate jurisdiction to hear this matter.

THE PARTIES

14. During the statute of limitations period, Plaintiff was employed by Defendants and assigned to work in Sunnyvale, California.

15. Plaintiff is informed and believes, and thereon alleges, that Defendant Adecco, and at all times relevant hereto was, a limited liability company organized and existing under the laws of the State of Delaware and licensed to do business in the State of California during a portion of or all of the Statute of Limitations period.

16. Plaintiff is informed and believes, and thereon alleges, that Defendant Bloom is, and at all times relevant hereto was, a limited liability company organized and existing under the laws of the State of Delaware and licensed to do business in the State of California during a portion of or all of the Statute of Limitations period.

17. The true names and capacities of DOES 1 through 50, inclusive, are unknown to Plaintiff at this time, and Plaintiff therefore sues such defendants under fictitious names. Plaintiff is informed and believes, and thereon alleges, that each defendant designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and that Plaintiff and other aggrieved employees' injuries and damages, as alleged herein, were proximately caused by the conduct of such

DOE defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true names and capacities of such DOE defendants when ascertained.

18. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and the other aggrieved employees.

19. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects as the agent, servant, partner, joint venture, integrated enterprise, employee, proxy. Managing agent, and/or principal of the co-Defendants, and in performing the acts mentioned below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, employee, managing agent, and/or principal with the permission and consent of the above co-Defendants. Plaintiff also alleges that the acts of each Defendant are legally attributable to the other Defendants.

20. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants sued herein was, at all relevant times, the employer, owner, shareholder, principal, joint venture, alter-ego, employee, proxy, managing agent, and/or principal of the remaining Defendants, and was acting, at least in part, within the course and scope of such employment and agency, with the express and implied permission, consent and knowledge, approval and/or ratification of the other Defendants. The above co-Defendants, managing agents, and supervisors, aided, abetted, condoned, permitted, approved, authorized, and/or ratified the unlawful acts described herein.

21. As a direct and proximate result of the unlawful actions of Defendants, Plaintiff and the other aggrieved employees have suffered and continue to suffer penalties in amounts as yet unascertained but subject to proof at trial and within the jurisdiction of this Court.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

22. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), California Labor Code §§ 2698-2699.5, Plaintiff brings this action on behalf of herself and all other

1 aggrieved employees, e.g., current and former non-exempt employees of Defendants who are
2 California citizens and performed work for Defendants in the State of California at any time within
3 the period beginning one (1) year prior to the filing of the Complaint in this action, or as otherwise
4 permitted under PAGA, and ending at the time this action settles or proceeds to final judgment
5 (“statute of limitations period”).

6 23. On August 23, 2023, Plaintiff gave written notice by certified mail pursuant to
7 California Labor Code § 2699.3, to the California Labor and Workforce Development Agency
8 (“LWDA”) and Defendants, of the specific provisions of the California Labor Code and IWC Wage
9 Order alleged to have been violated, including the facts and theories to support the alleged
10 violations. Plaintiff has not received any response from the LWDA. As Plaintiff has waited more
11 than sixty-five (65) days from postmark date of her written notice before filing this action, Plaintiff
12 has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence
13 a representative action under PAGA.

14 **FACTUAL ALLEGATIONS**

15 **Failure to Provide Required Rest Breaks**

16 **[Cal. Lab. Code §§ 226.7, 512; § 12 of the Applicable IWC Wage Order]**

17 24. During the statute of limitations period, as part of Defendants’ illegal policies and
18 practices to minimize labor costs and maximize corporate profits, Defendants have failed to
19 authorize and permit Plaintiff and other aggrieved employees to take rest breaks as required under
20 California Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Order.

21 25. The common policies and practices of Defendants deprived Plaintiff and other
22 aggrieved employees of their ability to take their second and third rest breaks. As alleged herein,
23 Defendants understaff their client facilities which creates so much work for Plaintiff and other
24 aggrieved employees that they are frequently unable to take rest breaks.

25 26. Defendants also violated California Labor Code § 226.7, § 12 of the applicable IWC
26 Order, and the California Unfair Competition Law, California Business & Professions Code §§
27 17200 *et. seq.*, by failing to pay Plaintiff and other aggrieved employees who were not provided with
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1 a rest break, in accordance with the applicable wage order, one additional hour of compensation at
2 the proper regular rate of pay for each workday that a rest break was not provided.

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5 **Failure to Pay Overtime Wages**

6 **[Cal. Lab. Code §§ 510, 1194, 1198; § 3 of the Applicable IWC Wage Order]**

7 27. Pursuant to California Labor Code §§ 510, 1194, and § 3 of the applicable IWC
8 Order, Defendants are required to compensate Plaintiff and other aggrieved employees for all
9 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
10 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight
11 (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of
12 twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the
13 seventh consecutive day of work in any workweek.

14 28. Plaintiff and other aggrieved employees are current and former non-exempt
15 employees entitled to the protections of California Labor Code §§ 510, 1194, and § 3 of the
16 applicable IWC Order. During the statute of limitations period, Defendants have failed to
17 compensate Plaintiff and other aggrieved employees for all overtime hours worked as required under
18 the foregoing provisions of the California Labor Code and IWC Wage Order by, among other
19 methods: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
20 provided by California Labor Code §§ 510, 1194 and § 3 of the applicable IWC Order, requiring,
21 permitting or suffering Plaintiff and other aggrieved employees to work off-the-clock, and to work
22 through rest breaks, but not compensating them for this time, improperly calculating the regular rate
23 of pay based on shift differential and other remuneration, illegally rounding hours to the benefit of
24 Defendants, and other methods to be discovered.

25 29. In a short-sighted attempt to maximize profits, Defendants understaff the facilities of
26 the manufacturing and marketing of solid oxide fuel cells. Not only has this practice resulted in
27 widespread missed rest breaks, but it has also caused Plaintiff and other aggrieved employees to
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1 perform work while off-the-clock. Defendants have actual or constructive knowledge of this off-the-
2 clock work and subtly condones it. Plaintiff and other aggrieved employees routinely arrive to work
3 early to check so that they are prepared and ready to begin performing their duties promptly at the
4 start of their shifts, as they must be pursuant to Defendants' requirements. Defendants know that
5 Plaintiff and other aggrieved employees perform this work off-the-clock work.

6 30. Defendants have knowingly and willfully refused to perform its obligations to
7 compensate Plaintiff and other aggrieved employees for all wages earned and all hours worked in
8 violation of California Labor Code §§ 510, 1194 and 1198 and § 3 of the applicable IWC Order.

9 **Failure to Pay Minimum Wages**

10 **[Cal. Lab. Code §§ 1194, 1197; § 4 of the IWC Wage Orders]**

11 31. Pursuant to California Labor Code §§ 1194, 1197, and § 4 of the applicable IWC Wage
12 Order, payment to an employee of less than the applicable minimum wage for all hours worked in a
13 payroll period is unlawful.

14 32. During the statute of limitations period, the hourly rates for Plaintiff and other
15 aggrieved employees were precisely at California minimum wage. Based on this common practice,
16 Defendant failed to pay Plaintiff and other aggrieved employees minimum wages for all hours worked
17 by requiring, permitting or suffering Plaintiff and other aggrieved employees to work off the clock,
18 such as requiring them to work through rest breaks but not compensating them for this time, unlawfully
19 rounding the hours worked by Plaintiff and the other aggrieved employees resulting in the
20 underpayment of wages; failing to include this time in all hours worked, and other methods to be
21 discovered.

22 33. Defendants' conduct described herein violates California Labor Code §§ 1194, 1197,
23 and § 4 of the applicable IWC Wage Order. As a proximate result of the aforementioned violations,
24 Plaintiff and other aggrieved employees have been damaged in an amount according to proof at trial.
25 Therefore, pursuant to California Labor Code §§ 200, 203, 226, 1194, 1197.1, and any other applicable
26 law, Plaintiff and other aggrieved employees are entitled to recover the unpaid balance of wages owed
27 to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

1 **Failure to Timely Pay Wages During Employment**

2 [Cal. Lab. Code § 204]

3 34. Pursuant to California Labor Code § 204, for all labor performed between the 1st and
4 15th days of any calendar month, Defendants are required to pay their nonexempt employees between
5 the 16th and 26th day of the month during which the labor was performed. California Labor Code §
6 204 also provides that for all labor performed between the 16th and 26th days of any calendar month,
7 Defendants are required to pay their non-exempt employees between the 1st and 10th day of the
8 following calendar month. In addition, California Labor Code § 204 provides that all wages earned
9 for labor in excess of the normal work period shall be paid no later than the payday of the next regular
10 payroll period.

11 35. During the statute of limitations period, Defendants have knowingly and willfully
12 failed to timely pay Plaintiff and other aggrieved employees all the wages for labor performed by the
13 next regular payroll period as required by California Labor Code § 204, including but not limited to,
14 compensation for missed rest breaks, proper overtime wages due to an unlawful calculation of the
15 regular rate of pay, and for work performed off-the-clock.

16 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

17 [Cal. Lab. Code §§ 201 - 203]

18 36. Pursuant to California Labor Code § 201, 202 and 203, Defendants are required to
19 pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
20 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at
21 the time of discharge are due and payable immediately.

22 37. Furthermore, pursuant to California Labor Code § 202, Defendants are required to
23 pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her
24 employment, unless the employee provided 72 hours previous notice of his or her intention to quit,
25 in which case the employee is entitled to his or her wages at the time of quitting.

26 38. California Labor Code § 203 provides that if an employer willfully fails to pay, in
27 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
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1 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
2 compensation to the employee at the same rate for up to 30 workdays.

3 39. During the statute of limitations period, Defendants have willfully failed to pay
4 accrued wages and other compensation to Plaintiff and other aggrieved employees in accordance
5 with California Labor Code §§ 201 and 202. Defendants do not have a sufficient policy to provide
6 Plaintiff and other aggrieved employees with their final paychecks within the timeframes required
7 under California law. In addition, because Defendants have failed and continue to fail to properly
8 compensate Plaintiff and other aggrieved employees for all hours worked when due, overtime
9 wages, and compensation for non-compliant rest breaks, Defendants have also willfully failed and
10 continue to fail to pay accrued wages and other compensation to Plaintiff and other aggrieved
11 employees in accordance with California Labor Code §§ 201 and 202.

12 **Failure to Furnish Accurate Itemized Wage Statements**

13 **[Cal. Lab. Code §§ 226(a); 248.2, 248.6, and § 7 of the Applicable IWC Wage Order]**

14 40. During the statute of limitations period, Defendants have routinely failed to provide
15 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements.
16 Defendants' pay stubs violate California Labor Code § 226 on their face by, among other things, failing
17 to state the name and address of the legal entity that was Plaintiff's and aggrieved employees'
18 employers. Derivatively, Defendants were and are not providing Plaintiff and other aggrieved
19 employees with proper rest breaks but intentionally fails to include in their wage statements one (1)
20 additional hour of compensation at their regular rates of pay for each non-compliant rest breaks, and
21 other California Labor Code violations yet to be discovered.

22 41. In order to conceal its wage theft, Defendants knowingly and intentionally failed to
23 provide Plaintiff and other aggrieved employees with timely and accurate itemized wage statements
24 in accordance with California Labor Code § 226(a) and § 7 of the applicable IWC Order.

25 42. Plaintiff and other aggrieved employees suffered injury as a result of Defendants'
26 failure to provide timely and accurate itemized wage statements prevented them from discovering the
27 scope and extent of Defendants' violations of California wage and hour laws, prevented them from
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1 being able to determine the gross wages earned, the total hours worked, all deductions made, the net
2 wages earned, the legal name and address of the employers, all applicable hourly rates in effect during
3 each pay period and the corresponding number of hours worked at each hourly rate, the accurate rate
4 of pay, and other violations yet to be discovered.

5 **Failure to Maintain Required Records**

6 **[Cal. Lab. Code §§ 226(a), 248.2, 248.6, 1174(d); § 7 of the Applicable IWC Wage Order]**

7 43. During the statute of limitations period, as part of Defendants' illegal payroll policies
8 and practices to deprive Plaintiff and other aggrieved employees of all wages earned and due,
9 Defendants knowingly and intentionally failed to maintain records as required under California
10 Labor Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Order, including but not limited to
11 the following records: total daily hours worked by each employee; applicable rates of pay; all
12 deductions; time records showing when each employee begins and ends each work period; and
13 accurate itemized statements. Defendants had knowledge that they were not providing their non-
14 exempt employees with proper rest periods, but knowingly failed to include in the wage statements
15 one (1) extra hour of compensation for each missed rest period. Defendants also illegally and
16 inaccurately recorded the time in which Plaintiff and other aggrieved employees worked. Defendants
17 have also failed to maintain accurate, itemized wage statements, and other violations of the
18 California Labor Code which have not been discovered.

19 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties**

20 **[Cal. Lab. Code § 2802]**

21 44. California Labor Code § 2802(a) requires an employer to indemnify an employee for all
22 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his
23 or her duties, or of his or her obedience to the directions of the employer.

24 45. During the Statute of Limitations period, and in violation of California Labor Code §
25 2802, Defendant failed to indemnify Plaintiff and other aggrieved employees for all business expenses
26 and/or losses incurred in direct consequence of the discharge of their duties, including but not limited to,
27 expenses for their work boots and masks.

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FIRST CAUSE OF ACTION
VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT
[Cal. Lab. Code § 2698 *et seq.*]

(On Behalf of Plaintiff against Defendant)

46. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 45.

47. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other current and former non-exempt employees of Defendants pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiff was employed by Defendants and one or more of the alleged California Labor Code violations was committed against Plaintiff during the statute of limitations period.

48. Plaintiff seeks to recover civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Thus, class certification is not required.

49. A plaintiff has standing to represent all aggrieved employees for all of her asserted violations of the California Labor Code under PAGA. See *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 757 (“For PAGA standing a plaintiff need only have been employed by the violator and affected by ‘one or more’ of the alleged violations. (Sec. 2699, subds. (a), (c)).). Here, Plaintiff was not provided with a legally compliant wage statement pursuant to California Labor Code §226 since Plaintiff was not paid premiums as to the rest period violations and other California Labor Code violations as alleged herein.

50. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil

1 penalties from Defendants in a representative action for the violations set forth above, including but
2 not limited to violations of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 248.2, 248.6,
3 510, 512, 1174(d), 1194, 1197, ad 1198.

4 51. Pursuant to California Labor Code § 2699(a), Plaintiff seeks to recover civil penalties
5 for Defendants' violations of California Labor Code provisions for which a civil penalty is
6 specifically provided, including but not limited to, the following:

- 7 a. Pursuant to California Labor Code § 210, for violations of California Labor
8 Code § 204, Defendants are subject to a civil penalty in the amount of one
9 hundred dollars (\$100) for the initial violation for each failure to pay each
10 employee, and two hundred dollars (\$200) per employee for violations in
11 subsequent pay periods.
- 12 b. Pursuant to California Labor Code § 226.3, for violations of California Labor
13 Code § 226(a), Defendants are subject to a civil penalty in the amount of two
14 hundred and fifty dollars (\$250) per aggrieved employee for the initial pay
15 period where a violation occurs and one thousand dollars (\$1,000) per
16 aggrieved employee for violations in subsequent pay periods.
- 17 c. Pursuant to California Labor Code § 1174.5, for violations of California Labor
18 Code § 1174(d), Defendants are subject to a civil penalty of five hundred
19 dollars (\$500).
- 20 d. Pursuant to California Labor Code § 1197.1, an employers who pays or causes
21 to be paid to any employee a wage less than the minimum fixed by an order of
22 the commission, shall be subject to a civil penalty as follows: for any initial
23 violation that is intentionally committed, one hundred dollars (\$100) for each
24 underpaid employee for each pay period for which the employee is underpaid;
25 and for each subsequent violation of the same offense, two hundred fifty
26 dollars (\$250) for each underpaid employee for each pay period for which the
27 employee is underpaid regardless of whether the initial violation was
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1 intentionally committed.

2 52. California Labor Code § 2699(f) provides that for all California Labor Code
3 violations for which a civil penalty is not specifically provided, the following civil penalties are
4 established: one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
5 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
6 subsequent violation.

7 53. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f)
8 for Defendants' violations of California Labor Code provisions for which a civil penalty is not
9 specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203, 226.7,
10 1194, 1197, and 1198.

11 54. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to California
12 Labor Code § 2699(g)(1) and California Code of Civil Procedure § 1021.5.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, prays
15 for relief against Defendants, as follows:

16 1. For civil penalties according to proof

17 2. For reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g),
18 California Code of Civil Procedure § 1021.5, and/or any other applicable provisions providing for
19 attorneys' fees and costs; and

20 3. For such further relief that the Court may deem just and proper.

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22 DATED: October 27, 2023

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By: _____

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GUZMÁN & TOKAR LLP
Marcia Guzman

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Attorney for Plaintiff and the other Aggrieved
Employees

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